The acceptance by the Association of any charge for services or care to which the Member is not eligible shall be voluntary on the part of the Association and shall not be considered as an acknowledgment by the Association of any liability under this contract. This contract cannot be altered, enlarged or modified in any manner except by acts of the duly authorized officers of the Association endorsed hereon.

Confidence Basis of Contract—Abuse of Rights and Fraudulent Use: This contract is based on the mutual confidence of the Member and the Association, and any abuse or misuse on the part of the Member of the rights herein granted shall be cause for cancellation of the contract by the Association and shall deprive the Member of the rights and privileges to which he is otherwise entitled. In the event of any fraud or misrepresentation on the part of the Member in procuring this contract, the contract, at the option of the Association, shall be wholly void and the Member shall reimburse or compensate the Association for any moneys it has expended or loss it has sustained on account of such misrepresentation. The fraudulent use of this contract by any person to obtain benefits for anyone other than the Member shall subject that person to prosecution therefor.

Association not to Assume Charges for First Two Calls or Visits: To make it possible for the Association to maintain the standard of service and care intended by this contract at the rates charged, and to enable the Association to furnish the Member special service and care required when seriously sick or injured, it is understood that the first two doctor calls or visits in each separate sickness or injury are excluded herefrom and the Association shall not be required to bear the expense of such calls or visits. This provision shall apply only to that portion of the charges that relates to the doctor's ordinary services and not to any operation or other special service that is found necessary at the time of the first two calls or visits.

Benefits Intended as Payment for Medical and Surgical Attention and Hospital Care—Bills May Be Rendered to the Association or to the Member: The intention of this contract is to provide Medical and Surgical Attention and Hospital Care and Related Services for the Member, and it is mutually agreed that any remuneration hereunder shall apply in payment of such services and care. To this end bills for benefits to which the Member is entitled shall be made in the name of the attending doctor, hospital, nurse or other party rendering the service and may be rendered to the Association or to the Member. The Association shall have the option of paying such bills to the Member or to the doctor, hospital, nurse or other party; provided that, if payment shall have been made by the Member, the Association shall reimburse the Member.

All bills must be fully itemized and must give complete diagnoses and dates and class of services rendered. Bills should be mailed to the Association as early as possible after the Member has been discharged or at the end of the period for which the Member is entitled to benefits for the particular condition; provided that where a Member is under and entitled to treatment over a prolonged period bills should be rendered to the Association at the end of each calendar month. Where charges are less than the fees in use by the Association, the Association shall pay bills as rendered.

Charges for Excessive or Unnecessary Services Not to be Assumed: The Association shall not assume charges for daily dressings or daily calls or visits unless the Member's condition clearly indicates the need for daily care and the Association shall not assume charges for unnecessary or excessive x-rays, laboratory tests or other examinations, or for any other excessive or unnecessary services or care of the Member.

Member and Association to Cooperate—Member to check Bills and Association to Promptly Pay Accounts: The Member and the Association shall cooperate in the execution of this contract to the end that the Member shall receive prompt and efficient care at reasonable costs to the Association, and the Member agrees to personally check all bills in the same manner and to the same extent as if he were personally to assume the charge without reimbursement from the Association, and the Association agrees to pay such accounts promptly and within thirty days after the Member's claim has been established.

Injuries or Illnesses Resulting from Negligence or Wrongful Acts of Other Parties—Subrogation Right: If a Member is injured or becomes ill through wrongful acts or negligence of another party for which that party or some other party or parties make settlement, or are legally responsible therefor, all obligations of the Association on account of such injury or illness shall be cancelled, and the Member shall reimburse the Association for any charges it may have paid or assumed for the Member's services or care. Until such reimbursement has been made, the Association shall have an equity in and be subrogated to any rights of the Member against any of the aforesaid parties growing out of the injury or illness so sustained to the extent of any charges it has paid or assumed on the Member's account. If any of the aforesaid parties shall fail or refuse to make settlement with the Member or his legal representative, or if the Member, having established such parties' responsibility so to do, shall be unable to make recovery therefor, then and in that event the benefits to which the Member is entitled under this contract shall apply to the same extent and in the same manner as if no third-party responsibility existed.

If a Member is entitled to medical and surgical services and/or hospital care or the costs thereof through another association, or any other party, the Association shall assume the cost of services and care to which the Member is otherwise entitled hereunder only in the proportion that the benefits to which he is entitled hereunder bear to the benefits to which he is entitled from such other association or other party.

Terms of Contract Defined: (a) *The Association* means the National Hospital Association, a Corporation of the State of Oregon, U.S.A., with executive offices in the City of Portland, Oregon. (b) *Member* means the person for whose benefit this contract is made. (c) *Physicians and Surgeons* means doctors trained in the science of medicine and surgery and duly licensed to practice medicine and surgery in their respective communities. *Specialists* means physicians or surgeons who have had special training in a particular branch of the science of medicine or surgery. (d) *Special Nurses* means those persons who have had special training in the science of nursing and are duly licensed to practice their profession in their respective communities. (e) *General Nursing* means care by nurses regularly employed in the selected hospital and whose services are a part of the general hospital care herein intended. (f) *Ordinary Medicines and Dressings* means those medicines and dressings routinely supplied in the treatment of a Member while he is confined in the hospital. (g) *Routine Laboratory Tests* means such laboratory examinations as are done routinely in the usual procedure of standardized hospitals, including urinalyses, blood counts, Wassermanns, etc., as distinguished from special laboratory examinations in diagnosing a particular condition. (h) *Contract Year* means a period of time beginning on the date the contract becomes effective and terminating at midnight 365 days thereafter (Leap Year 366 days). (i) *Chronic Conditions* are those conditions of prolonged duration or conditions characterized by slowly progressing symptoms as differentiated from (j) *Acute Sicknesses* which means those sicknesses of recent origin coming speedily to a crisis. (k) *Benefits* means Medical and Surgical Services, Ambulance, Hospital Care, Special Nursing and such related services as are herein enumerated.

If payment of the contract charge for the Member is in default, this contract shall automatically terminate with such default and the Member thereafter shall not be entitled to any of its benefits, except such benefits to which he became entitled prior to the default. If the Member in default alleges a sickness or injury to have occurred prior to such default, but failed to obtain medical or hospital care for such condition before such default, such sickness or injury, for the purposes of this contract, shall be deemed not to have occurred under its coverage and the Member shall not be entitled to any benefits therefor. Acceptance of payment by the Association for any period in which the Member was in default, shall reinstate the Member to all rights and benefits of the contract, except that the Member shall not be entitled to benefits for any condition that arose during any period in which he was in default.

The Association shall have the right to adjust the contract charges and the fees for benefits to be paid under this contract and/or to modify or enlarge the benefits of the contract to meet changing conditions or improved methods or practices in the treatment of sickness

5470

8316

and injury. No such adjustment or change shall become effective prior to the first day of the succeeding contract year, and the Association shall give written notice thereof to the Member 30 days prior to the date the adjustment or change becomes effective. The contract charge shall not be raised because of advancing age, if the Member is under the age of 55 years at the time of application herefor.

Term of Contract — Contract Charges

The Term of this Contract is One Year from the date it became effective, known as the Contract Year, and the contract shall renew automatically each year thereafter on payment of the Contract Charges and at the times stated; provided that either party shall have the right to terminate the contract at the end of any Contract Year by giving 30 days written notice to the opposite party in advance of the date such termination shall become effective. Non-payment of the Contract Charges by the Member at the times stated shall be deemed an election on the Member's part not to continue or to renew the contract. No such termination of the contract shall deprive the Member of any rights or benefits to which he became entitled and for which he applied prior to the termination.

The Contract Charges are_____Dollars per month, which shall be paid in advance. Payments may be made annually, semi-annually; quarterly or monthly, at the option of the Member. Grace periods shall be granted as follows: Annual Payments, twenty days grace; Semi-Annual Payments, ten days grace; Quarterly Payments, five days grace; Monthly Payments, no grace period.

Credentials for Obtaining Benefits: The payments of the Contract Charges hereunder shall be evidenced by Certificates issued by the duly authorized representatives of the Association. Such Certificates shall contain credentials for benefits to which the Member is entitled under this contract.

This contract becomes effective on the_____day of

_____, 19____.

IN WITNESS WHEREOF, the National Hospital Association of Portland, Oregon, has on this_____day of_____, 19____, caused this contract to be executed by its duly authorized officers.

Countersigned

Secretary

NATIONAL HOSPITAL ASSOCIATION,

President

TO OUR MEMBER: This Contract is your security in sickness and injury—read it carefully and familiarize yourself with its benefits. Always feel free to communicate with the Association on any matter that is not clear to you. Feel that the National Hospital Association is your Association, treat it fairly, make your payments promptly and it will remain your friend wherever you are.

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8317 **Plaintiff's Exhibit 1820**

MEDICAL AND HOSPITAL SECURITY

LIMITED CONTRACT

FOREWORD: This Contract provides Medical and Surgical Services, Ambulance, Hospital Care, Special Nursing and related services and care for the Members herein named, of the class and to the extent herein defined, for both sickness and personal injuries wherever the Members may be, under the Medical and Hospital Security Plan of the National Hospital Association of Portland, Oregon.—LIMITED CONTRACT.

FAMILY NO.

NATIONAL HOSPITAL ASSOCIATION

INCORPORATED UNDER THE LAWS OF OREGON

EXECUTIVE OFFICES • PORTLAND, OREGON • U. S. A.

World-Wide *Established 1906*

HEREIN CALLED THE ASSOCIATION, promises and agrees with SAMPLE, residing

(Father and/or Mother or other Head of Family)

at _____,

Street or Rural Address City State

as Representative for the members of the family, whose names are herein listed and referred to as the Members, to bear the expense of Medical and Surgical Services, Ambulance, Hospital Care, Special Nursing and related services and care for the Members of the class and to the extent herein defined that are made necessary by sickness or personal injuries as hereinafter enumerated, subject to the respective applications herefor and to the provisions and conditions herein contained.

MEMBERS COVERED BY THIS CONTRACT

ADULTS	RELATION TO FAMILY
1st	
2nd	
3rd	
4th	

JUNIORS	RELATION TO FAMILY
1st	
2nd	
3rd	
4th	

SAMPLE

The Causes for which the Members are entitled to benefits and the Benefits to which the Members are entitled are more particularly defined herein under the caption, "Coverage, Benefits, Provisions and Conditions Enumerated and Defined."

(The rest of this exhibit is like Exhibit 1819 except as to Maternity Benefits and Conditions Not Covered and references to family in lieu of individuals.)

Plaintiff's Exhibit 1821

MEDICAL AND HOSPITAL SECURITY

STANDARD - CONTRACT

PERSONAL

NATIONAL

HOSPITAL ASSOCIATION

Established 1906

EXECUTIVE OFFICES: PORTLAND, ORE. U. S. A.

1821

SAMPLE

ISSUED FROM JULY 1-1941 to
MAY 15-1947 INCLUSIVE

NATIONAL
HOSPITAL ASSOCIATION
732 S. W. 3RD AVE. PORTLAND 4, OREGON

PROTECTS YOUR HEALTH YOUR HOME AND YOUR INCOME

8327

PROTECTS YOUR HEALTH, YOUR HOME AND YOUR INCOME

MEDICAL AND HOSPITAL SECURITY

[FOREWORD: This Contract provides Medical and Surgical Services, Hospital Care and Special Nursing for the Member of the class and to the extent herein defined for both sickness and injury wherever the Member may be.]

PERSONAL CONTRACT • STANDARD

CONTRACT NO.

NATIONAL HOSPITAL ASSOCIATION

INCORPORATED UNDER THE LAWS OF OREGON

EXECUTIVE OFFICES • PORTLAND, OREGON • U. S. A.

Established 1906

HEREIN CALLED THE ASSOCIATION, promises and agrees with SAMPLE, residing at _____, _____, _____, herein called the Member, to bear the expense of Medical and Surgical Services, Hospital Care and Special Nursing for the Member of the class and to the extent herein stated that are made necessary by sickness or injury as hereinafter defined, subject to the Member's application herefor and to the provisions and conditions herein contained.

Street or Rural Address — City — State

The Causes for which the Member is entitled to benefits and the Benefits to which the Member is entitled are more particularly defined herein under the caption, "Coverage, Benefits, Provisions and Conditions Enumerated and Defined."

Member to Select Physician or Surgeon: The Member shall have the right to engage the services of any regularly licensed physician or surgeon who is a member of the American Medical Association and/or the American College of Surgeons, or any other duly licensed physician or surgeon in the United States, Canada or other foreign country; provided that the physician or surgeon selected is acceptable to the Association. The Association shall at no time exercise any right or assume any responsibility for the employment of a physician or surgeon for the Member; provided that the Association may, in its discretion, engage a specialist and/or other physician or surgeon to associate with or act in consultation with the physician or surgeon engaged by the Member, if in the judgment of the Association the Member would be benefitted thereby.

Member to Select Hospital: The Member shall have the right to select any general hospital that is a member of the American Hospital Association or any other general hospital in the United States that meets the requirements of the American Hospital Association, or any general hospital in Canada or any other foreign country that maintains a recognized standard of laboratory and nursing efficiency.

COVERAGE, BENEFITS, PROVISIONS AND CONDITIONS ENUMERATED AND DEFINED

SEC. I. COVERAGE: This contract shall cover and the Association shall bear the expense of Medical and Surgical services, Hospital Care and Special Nursing for the Member of the class and to the extent specified herein for the following causes, excluding all others:

(1) Personal Injuries occurring after this contract has been in effect for a period of seven days.

(2) Acute Sicknesses having their origin after this contract has been in effect for a period of fifteen days.

(3) Chronic Sicknesses that become active after this contract has been in continuous

effect for a period of six months, but not including chronic sicknesses that become active within the six months next following the date of this contract or that have been active within the six months next preceding the date of this contract; provided that the benefits shall not apply to Operations for Chronic Condi s or Operations on Antrums or Sinuses or for Goitre or Hernia until after this contr s been in continuous effect for a period of one year, or if the particular condition ha a active during the first contract year. Operations for Removal of Tonsils are included if the ember is over the age of sixteen years and removal of the tonsils is found necessary as treatment for a systemic illness caused by disease of the tonsils; provided that this contract has been in continuous effect for a period of one year.

(4) Conditions Peculiar to the Member's Sex having their origin after this contract has been in continuous effect for a period of one year.

(5) Tuberculosis and Mental Disorders (Not including Insanity) that become active after this contract has been in continuous effect for a period of two years, but not if the Member has had an active Tuberculosis or an active Mental Disorder within the five-year period next preceding the date of this contract or within the first two years this contract is in effect, or if the Member is eligible or would be eligible to care in a governmental hospital if this contract had not been made; provided that the Member shall be entitled to diagnoses notwithstanding.

Complications Considered as Part of Original Cause: Any complication or any condition arising as a result of a sickness or injury for which the Member is receiving benefits hereunder shall be considered as a part of the original sickness or injury and not as a separate and distinct cause.

Conditions Not Covered: This contract does not cover Insanity, Drug Addiction, Alcoholism, Venereal Diseases, Congenital Conditions, Corrections of Deformities or Hernias existing at the time of application herefor; Vaccinations and Prophylactic Serums, except as provided in Section II, Paragraph (4), hereof; Occupational Injuries received while employed in and resulting from a hazardous employment as defined by the laws of the state in which the injury occurred or Diseases and Injuries received in commission of a felony or while engaged in any war, riot or insurrection. (See provision relating to coverage for Occupational Injuries or Diseases.)

SEC. II. BENEFITS: The benefits to which the Member is entitled are hereinafter enumerated and defined, excluding all others:

(1) Medical and Surgical Services of the class and to the extent herein defined, including (a) Treatment and Care in the doctor's offices, in the Member's home, in the hospital or elsewhere as required; (b) Physical examinations in diagnosing a particular existing condition; (c) Examination and Care by Specialists; (d) Operations where, after proper diagnosis, the Member's condition clearly indicates the need of surgery; (e) Consultation before operations, and (f) related benefits as enumerated in Paragraphs (2) to (5) inclusive, of this section.

Physical Examinations as herein intended shall be confined to such examinations as are necessary in diagnosing a particular existing condition, and the Association shall not assume the cost of x-rays or laboratory tests that are not related to the particular condition with which the Member is affected, nor shall the Association assume the cost of more than one physical examination for the same cause or condition unless the Member has obtained the consent of the Association for such further examination and has furnished the Association the name of the doctor who made the first examination together with said doctor's laboratory and diagnostic findings. The cost of encephalograms, electrocardiograms, pyelograms, cystoscopies, gastro-intestinal and gall bladder studies or other special examinations shall be assumed by the Association only when the examination is performed by a specialist or a physician of recognized ability in diagnosis of the particular condition for which the examination is required.

Examination and Care by Specialists: The Association shall assume the costs of examinations and care by specialists where the nature of the Member's condition is such as to indicate the need of a specialist. The Association will not assume charges of a general practitioner where the Member's condition clearly indicates the need of a specialist and where the services of a specialist are available.

(2) Consultation before Operations: One of the purposes of this contract is to protect

the Member against dangers resulting from ill-advised and unnecessary operations. Therefore, the Member, before submitting to a surgical operation, shall furnish to the Association the name of the attending surgeon and a statement by said surgeon giving history, laboratory findings and diagnosis of the condition for which the operation is recommended, and, upon request by the Association, the Member shall submit to consultation by a physician or surgeon to be named by the Association, and to such further examination as the consulting physician or surgeon shall require. Provided that where the Member's condition is so serious as to make an immediate operation necessary, notice and consultation prior to the operation are hereby waived, but in such an event the Member or someone in the Member's behalf shall furnish the Association, within five days following the operation, with the name of the attending surgeon and hospital and shall cause the attending surgeon or hospital to furnish the Association with the history, laboratory findings, diagnosis and operative findings. Failure or refusal by the Member or someone on the Member's behalf to furnish the Association the name of the attending surgeon and hospital, or failure by the attending surgeon or hospital to furnish the Association with the history, laboratory findings and diagnosis required herein, or failure or refusal on the part of the Member or the attending surgeon to accept consultation as required, shall relieve the Association, at its option, of assuming the costs of any benefits to which the Member otherwise is entitled.

(3) X-ray Examinations and Laboratory Tests that are necessary to properly diagnose the condition with which the Member is affected. X-ray and laboratory findings must accompany charges. The Association shall not bear the expense of unnecessary or excessive x-rays or laboratory tests, or of x-ray films that are not diagnostic.

(4) Radium and X-ray Therapy by qualified radiologists in the treatment of cancer or other conditions for which radium and x-ray are recognized and accepted therapy, when recommended by the attending physician.

(5) Serums and Antitoxins in the treatment of an existing virulent disease including pneumonia, diphtheria, typhoid fever, infantile paralysis, erysipelas, meningitis, tetanus and rabies, and in prevention where the Member has been definitely exposed to a virulent disease for which a serum or antitoxin is an accepted prophylaxis, but not in the prevention or treatment of a disease that is non-malignant.

(6) Orthopedic Appliances in the treatment of injuries when prescribed by a recognized orthopedist.

(7) Ambulance when ambulance facilities are necessary to transport the Member to the hospital, but not beyond a community in which hospital facilities are available.

(8) Hospital Care, herein intended, means care in a Semi-Private Room of two or three beds, and includes (a) General Nursing, (b) Board, (c) Use of Surgery and Surgical Facilities, (d) Anesthetic and Anesthetist, (e) Ordinary Medicines and Dressings, (f) Antitoxins and Biological Serums, (g) Laboratory Tests, (h) X-ray Examinations, (i) Radium and Oxygen Therapy, (j) Blood Transfusions, (k) Pathological Examinations, (l) Basal Metabolism Tests, (m) Electrocardiograms, (n) Encephalograms, (o) Pyelograms, (p) Physical Therapy, and (q) other care and facilities recognized as general hospital facilities with which the selected hospital is equipped. Hospital Care includes care in Private Sanitarium in case of a Mental Disorder or Tuberculosis of the lungs.

The Member shall be entitled to Hospital Care only where and during such time as he is necessarily a bed patient and his attending physician or surgeon directs that the Member be placed in the hospital in order to receive necessary and proper care. Hospital Care, as used herein, at no time means confining the Member to the hospital for rest cure or for diagnostic purposes, or for any purposes other than for necessary care in the treatment of a sickness or injury for which he is entitled to benefits hereunder.

Emergency Hospital Care: While it is the intention of this contract that the benefits to which the Member is entitled shall be obtained in Standardized Hospitals, in localities where standardized hospitals are not available, the benefits are extended to include care in

any licensed general hospital that maintains a recognized standard of laboratory and nursing efficiency.

Period of Medical and Surgical Care: The Member shall be entitled to Medical and Surgical Services and related benefits covering a period of Ten Months for each sickness or injury resulting from a separate and distinct cause.

Period of Hospital Care: During the first year this contract is in effect, the Member shall be entitled to Hospital Care covering a period of Fifty (50) days for each sickness or injury resulting from a separate and distinct cause, and during each succeeding year this contract remains in effect, without lapse or delinquency, covering a period of Five (5) years, the number of days hospital care to which the Member is entitled shall be increased by Ten (10) days over the number of days to which she was entitled during the preceding year. Each year thereafter and so long as this contract remains in effect, without lapse or delinquency, the Member shall be entitled to Hospital Care covering a period of One Hundred (100) days for each sickness or injury arising during that year; provided that the Member at no time shall be entitled to more than one hundred days Hospital Care in the aggregate for *any one* particular or specific sickness or injury, except as provided in the Accumulative Hospital Care provision hereof.

Accumulative Hospital Care: If during any one contract year this contract is in effect, without lapse or delinquency, the Member has not used the entire or any portion of the hospital-days-care to which he is entitled under the preceding provision, the hospital-days-care to which he is entitled during the following contract year shall be increased by One-Half (½) of the number of unused days to which he was entitled during that preceding year; provided that the total number of days hospital care to which the Member is entitled during any contract year shall not be more than one hundred and fifty days.

(9) Special Nursing Care: The Association shall assume the cost of Special Nursing Care as provided for herein, if the Member, while confined in a hospital as a beneficiary under this contract, is in such a serious condition as to make special nursing a definitely necessary part of his care; provided that the Member or someone in the Member's behalf shall notify the Association at the time such special services are engaged and shall furnish proof satisfactory to the Association that Special Nursing Care is necessary; provided further that the Association shall not be required to assume the cost of special nurses for a time longer than such care is definitely necessary for the Member, but the Member may continue such care at his own expense, notwithstanding.

Period of Special Nursing Care: The Member shall be entitled to care by Special Nurses as defined in sub-section (9) hereof, for a total of One Hundred and Forty-Four (144) hours during each contract year, except as provided in the Accumulative Special Nursing Care provision hereof.

Accumulative Special Nursing Care: If, during any one contract year, the Member has not used the entire or any portion of the Special Nursing Care to which he is entitled under the preceding section, the Special Nursing Care to which he is entitled during the following contract year shall be increased by Eight (8) hours for each eight-hours of unused Special Nursing Care to which he was entitled during that preceding year.

(10) Emergency and Extra-Territorial Benefits: In cases of emergency, or if the Member is taken sick or meets with personal injury while away from his home community, the Association shall bear the expense of necessary care and treatment of the Member to which he is otherwise entitled hereunder, wherever the Member may be at the time of requiring such treatment and care; provided that the Member or someone in his behalf shall notify the Association within five days after engaging such care, and shall furnish to the Association full particulars of the circumstances under which such services were engaged.

Proof of Member's Right to Benefits: The Association shall have the right to all information reasonably necessary in investigating any claim of the Member to benefits hereunder, and proof of the Member's right to benefits shall be furnished by the Member. To facilitate the Member's claim to benefits, the Member hereby authorizes any physician or surgeon,

hospital, nurse and/or other party from whom he has received services or care, either within or outside the provisions of this contract, to furnish to the Association or its duly authorized representative, at any time on request of the Association, any and all records or copies of records, x-ray films and findings, and any and all other information relating to the history, diagnosis, treatment, services and care of any condition for which the Member is claiming benefits. Failure or refusal by the Member or the attending doctor, hospital or other party to furnish the Association any information it shall require in the execution of this contract shall relieve the Association, at its option, of providing the benefits to which the Member otherwise would be entitled.

Member to Notify the Association: The Member, the attending doctor or some other person in the Member's behalf shall notify the Association in writing in the event of any serious sickness or injury or of any condition requiring special or prolonged treatment or care, and the Member or someone in his behalf shall likewise notify the Association prior to or within five days after the Member's admission to a hospital on account of any sickness or injury for which he is claiming benefits hereunder. Such notice shall contain the name and address of the attending doctor and the hospital, and the nature, extent and seriousness of the sickness or injury for which the Member requires treatment or care.

The Member shall, on request of the Association, submit to a physical examination by a physician or surgeon engaged by the Association for that purpose during any time the Member is receiving treatment or care for which he is claiming benefits or during the pendency of any claim hereunder and so often as reasonably may be required.

SEC. III. PROVISIONS AND CONDITIONS: The Association undertakes only to bear the expense of medical and surgical services, hospital care, special nursing and related benefits defined in this contract to the extent such services and care are available and are actually necessary for the care of the particular condition for which the Member requires such services and care, and the Association shall not assume costs of duplications or of excessive services or care. The benefits are at all times confined to the established services and care that are available in the respective community in which the services are obtained and in the particular hospital selected by the Member, and the Association does not at any time agree to make such services or care available to the Member. The Association shall not be liable for any acts or omissions on the part of any physician or surgeon, hospital, nurse or any other party beyond the payment of the benefits to which the Member is entitled under this contract. The Association shall not bear the cost of mileage or the cost of any medical care or other services the Member may engage away from the respective community of the party rendering the service.

The Association May Reject Physician or Surgeon: The Association may reject any physician or surgeon who fails or refuses to furnish information required of the Member under this contract or any physician or surgeon who refuses consultation or who undertakes surgery or other special work he is not qualified to perform or who, for any other cause, is not acceptable to the Association.

The benefits relating to Medicines apply only while the Member is confined to the hospital. The benefits relating to quarantinable diseases are limited to services of physicians and to antitoxins used in prevention and treatment of a virulent disease.

The Association shall not be responsible for the payment of any bills contracted by the Member or by any other person other than as specifically provided for in this contract, but the Member at his own expense may engage medical and surgical services or hospital care and/or other services and care in addition or extraneous to that to which he is entitled hereunder.

The obligation of the Association is personal to and limited to the Member, and no other person shall have any right to benefits, and no person other than the Member or his legal representative shall have any right of suit or action under this contract. No suit or action shall be filed against the Association within ninety days after the Member's claim has been established. If the Member fails to file a claim with the Association within twelve months after

a claim has accrued, all rights on account of such claim and all rights of suit or action on account thereof are hereby waived.

If the Association, through error or misinformation, has paid any account for the Member to which the Member was not entitled, or has reimbursed the Member for any such account, the Member shall refund to the Association any moneys the Association has thus paid. This contract cannot be altered, enlarged or modified in any manner except by the acts of duly authorized officers of the Association endorsed hereon.

The acceptance by the Association of any charge for services or care to which the Member is not eligible shall be voluntary on the part of the Association and shall not be considered as an acknowledgment by the Association of any liability under this contract.

Confidence Basis of Contract—Abuse of Rights and Fraudulent Use: This contract is based on the mutual confidence of the Member and the Association, and any abuse or misuse of the rights herein granted shall be cause for cancellation of the contract by the Association and shall deprive the Member of the rights and privileges to which he is otherwise entitled. In the event of any fraud or misrepresentation on the part of the Member in procuring this contract, the contract, at the option of the Association, shall be wholly void and the Member shall reimburse or compensate the Association for any moneys it has expended or loss it has sustained on account of such misrepresentation. The fraudulent use of this contract by any person to obtain benefits for anyone other than the Member shall subject that person to prosecution therefor.

Member to Assume the Cost of First Two Calls on or Visits by a Physician: While this contract provides that the Association shall bear the expense of Medical and Surgical Services and Hospital Care for the Member, it is particularly intended to protect the Member against the *more expensive* services required in the treatment and care of sickness and injury. Therefore, and in order to make it possible for the Association to provide a high standard of medical and hospital facilities and to extend the benefits to *the more serious and prolonged sicknesses and injuries* at a minimum contract charge to the Member, it is understood that the Member will assume, without reimbursement from the Association, the cost of the first two calls on or visits by a physician for each separate sickness or injury occurring during any contract year; it being further understood that this regulation applies only to the *calls on and visits by the physician and not to the costs of any special service or care or of any operation* that is found necessary at the time of such first calls or visits.

Benefits Intended as Payment for Medical and Surgical Attention and Hospital Care—Bills May be Rendered to the Association or to the Member: The intention of this contract is to provide Medical and Surgical attention and Hospital Care for the Member, and it is mutually agreed that any remuneration to the Member shall apply in payment of such care. To this end bills for benefits to which the Member is entitled shall be rendered in the name of the attending doctor, hospital or other party rendering the services, and may be rendered to the Association or to the Member. The Member hereby authorizes the Association to pay such bills direct to the attending doctor, hospital, nurse or other party, or, upon proof satisfactory to the Association that such bills have been paid, the Association shall reimburse the Member but not in excess of payments provided for herein. Before making any such reimbursement the Member shall furnish the Association written statements from the attending doctor, hospital, nurse and/or other party acknowledging receipt of the payments for which the Member is claiming reimbursement from the Association.

All bills must be fully itemized giving complete diagnoses and dates and class of services rendered. Bills should be mailed to the Association as early as possible after the Member has been discharged or at the end of the period for which the Member is entitled to benefits; provided that where the Member is under and entitled to treatment over a prolonged period bills should be rendered to the Association at the end of each calendar month.

Charges for Excessive or Unnecessary Services not to be Assumed: The Association shall not assume charges for daily dressings or daily calls or visits unless the Member's condition clearly indicates the need for same, and the Association shall not assume the expense of un-

necessary or excessive x-rays, laboratory tests or other examinations, or of any other excessive or unnecessary services and care of the Member.

Medical and Surgical Fees: The Association will pay, for Medical and Surgical Care, Examinations and Related Services, fees congruous to the income of persons earning up to Two Thousand ($2000.00) Dollars per year or of other persons in like circumstances, but not in excess of fees established by the Association as maximum fees to be paid under this contract and which shall be subject to changes from time to time to meet changing conditions.

Ambulance Fees: The Association will pay for ambulance service the established minimum fees in use in the community in which the ambulance is engaged, but not in excess of Fifty Cents (50c) per mile outside of city limits. The Association shall assume the cost of ambulance transportation only where the Member's condition is of such a serious nature as to make ambulance necessary.

Hospital Rates and Fees: The Association will pay for General Hospital Care and Special Hospital Facilities as follows:

(a) For General Hospital Care, the established fees of the selected hospital, but not in excess of Five Dollars ($5.00) per day, which shall include semi-private room, general nursing, routine laboratory, board, bed, ordinary medicines and dressings and all other facilities, care and supplies except the special facilities enumerated in Subdivision (b) hereof.

(b) For Special Hospital Facilities, including use of surgery, anesthetics, antitoxins and biological serums, x-rays, oxygen and radium, blood transfusions, basal metabolisms, special laboratory examinations, electrocardiograms, encephalograms, pyelograms and physical therapy, the Association will pay the established fees of the selected hospital, but not in excess of the fees established by the Association as maximum fees to be paid under this contract; provided that the Association shall not assume the cost of more than one encephalogram, two pyelograms, two electrocardiograms, two basal metabolisms or ten physical therapy treatments during any one hospitalization period.

Special Nursing Fees: The Association will pay for Special Nursing the customary fees as established by the Nurses' Association in the community in which the services are rendered, but not to exceed a rate of Five Dollars ($5.00) for eight-hour duty.

Member and Association to Cooperate—Member to Check Bills and Association to Promptly Pay Accounts: The Member and the Association shall cooperate in the execution of this contract to the end that the Member shall receive prompt and efficient care at reasonable costs to the Association, and the Member agrees to personally check all bills in the same manner and to the same extent as if this contract did not exist and he were personally to assume the charge without reimbursement from the Association, and the Association agrees to pay such accounts promptly and within thirty days after the Member's claim has been established.

Third Party Liability—Subrogation Right: If the Member is injured or becomes ill by the acts or omissions of another person for which that person or some other party is legally responsible, the Association shall be released from assuming the costs of the benefits to which the Member would otherwise be entitled; provided that if the party who is legally responsible fails or refuses to assume the costs of any medical, surgical and hospital care required by the Member on account of such sickness or injury, the Association shall assume such costs the same as if no third-party-responsibility existed, and in which event the Association shall be subrogated to all rights of the Member to the extent of any costs it has assumed or paid on the Member's account. If the Member makes settlement with or releases such third person or party or waives his right of action against such third person or party, in whole or in part, without the written consent of the Association, then and in that event all obligations of the Association to the Member arising out of such sickness or injury are hereby cancelled and the Member shall reimburse the Association for any costs it has assumed or paid for the Member on account of the sickness or injury so sustained.

If the Member shall be entitled to medical and surgical services and/or hospital care, or the costs thereof, through another association or any other party to which he has paid or

contributed a contract charge or premium, the Association shall assume the cost of services and care to which the Member is otherwise entitled hereunder only in the proportion that the benefits to which he is entitled hereunder bear to the benefits to which he is entitled from such other association or other party.

Occupational Injuries or Diseases—Changes of Occupation: If the Member shall engage in a hazardous occupation as defined by the laws of the state in which the Member is employed, and shall wish to extend the coverage of this contract to include conditions arising as a result of such occupation, he shall notify the Association and shall pay to the Association in advance such charge as the Association shall fix as the contract charge for such additional coverage. Such charge shall be based on the hazard of the occupation in which the Member is engaged and shall be in addition to the basic charge of this contract. Change of Occupation shall be no bar to renewal of this contract unless the Member shall engage in an unlawful practice or occupation.

Terms of Contract Defined: (a) "The Association" means the National Hospital Association, a Corporation of the State of Oregon, U. S. A., with executive offices in the City of Portland, Oregon. (b) "Member" means the person for whose benefit this contract is made. (c) "Physicians and Surgeons" means doctors trained in the science of medicine and surgery and duly licensed to practice medicine and surgery in their respective communities. "Specialists" means physicians or surgeons who have had special training in a particular branch of the science of medicine or surgery. (d) "General Nursing" means care by nurses regularly employed in the selected hospital and whose services are a part of the hospital care herein intended. (e) "Ordinary Medicines and Dressings" means those medicines and dressings that are prescribed by the attending doctor in the treatment of the Member while the Member is confined in the hospital, but does not include vitamines, proprietaries or specialties. (f) "Routine Laboratory" means such laboratory examinations as are done routinely in the usual procedure of standardized hospitals, including urinalyses, blood counts, Wassermanns, etc., as distinguished from special laboratory examinations in diagnosing a particular condition. (g) "Contract Year" means a period of time beginning on the date the contract becomes effective and terminating at midnight three hundred and sixty-five (365) days thereafter (Leap Year 366 days). (h) "Chronic Conditions" are those conditions of prolonged duration characterized by slowly progressing symptoms as differentiated from (i) "Acute Sicknesses" which means those sicknesses of recent origin coming speedily to a crisis. (j) "Benefits" means Medical and Surgical Services, Hospital Care, Special Nursing and such related services as are herein enumerated.

If the Member shall default in payment of any contract charge, this contract shall automatically terminate upon such default, and the Member thereafter shall not be entitled to any further benefits except such benefits to which he became entitled before such default. If the Member, prior to such default, has not applied for benefits on account of any sickness or injury alleged to have occurred during the period this contract was in effect, he shall lose all rights to benefits on account of such alleged sickness or injury and for the purposes of this contract such sickness or injury shall be deemed not to have occurred while the Member was under its coverage. Reinstatement of this contract shall be optional with the Association and subject to its rules and regulations.

The Term of this contract is One Year from the date it became effective, known as the Contract Year, and the contract shall renew automatically each year thereafter on payment of the contract charges provided for and at times stated. Non-payment of the contract charges at the times stated shall be deemed an election on the part of the Member not to renew the contract. If the Association shall elect not to renew this contract it shall give written notice to the Member thirty days prior to the end of the current contract year. Such termination shall not deprive the Member of any rights or benefits for which he applied and to which he became entitled prior to such termination.

The Contract Charges are_____Dollars per month, which shall be paid in advance. Payments may be made annually, semi-annually, quarterly or monthly, optional with the Member.

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Grace periods shall be granted as follows: Annual Payments, twenty days grace; Semi-Annual Payments, ten days grace; Quarterly Payments, five days grace. The contract charges shall not be raised because of advance in the Member's age, if the Member is under the age of fifty-five years at the time of application herefor, but the Association shall have the right to modify the benefits of this contract to meet improved methods and practices in the treatment of sickness and injury and/or to adjust the contract charges to meet changing costs or other conditions beyond its control. Any such change shall not become effective prior to the first day of the succeeding contract year and the Association shall give written notice of such change to the Member thirty days prior to the date such change becomes effective.

Credentials for Obtaining Benefits: The payments of the contract charges hereunder shall be evidenced by Certificates issued by the duly authorized representatives of the Association. Such certificates shall contain the Member's credentials for obtaining benefits to which he is entitled under this contract.

This contract becomes effective on the_____day of

_____, 19____.

IN WITNESS WHEREOF, the National Hospital Association, of Portland, Oregon, has on this_____day of_____, 19____, caused this contract to be executed by its duly authorized officers.

Countersigned

G. L. Beckwith
Secretary

NATIONAL HOSPITAL ASSOCIATION,

O. S. Dahm
President

***TO OUR MEMBER:** This Contract is your security in sickness and in injury—read it carefully and familiarize yourself with its benefits. Feel that the National Hospital Association is your Association, treat it fairly, make your payments promptly and it will be your friend wherever you are.*

5482

Plaintiff's Exhibit 1829

8336

Hospital Security

SUPERIOR CONTRACT

National Hospital Association

ESTABLISHED 1908

EXECUTIVE OFFICES
PORTLAND, OREGON, U.S.A.

TRIAL
45-1829
Reporter

World-Wide

ISSUED FROM NOV 1-1946 to PRESENT DATE AND STILL BEING ISSUED

NATIONAL HOSPITAL ASSOCIATION
732 S.W. 3rd AVE. PORTLAND 4, OREGON

Form 616—12-8-47

To Our Member

This Contract is your security in sickness and in injury—read it carefully and familiarize yourself with its benefits. Always feel free to communicate with the Association on any matter that is not clear to you. Feel that the National Hospital Association is your Association, treat it fairly, make your payments promptly and it will remain your friend wherever you are.

8337

5483

Hospital Security

SUPERIOR CONTRACT

National Hospital Association

Series MB No.

ESTABLISHED 1906

EXECUTIVE OFFICES: PORTLAND, OREGON, U.S.A.

HEREIN CALLED LE

THE ASSOCIATION, agrees to bear the expense of Hospital Care and Related Benefits, of the class and to the extent herein defined, for _____ herein called the Member, that are made necessary in the treatment of Sickness and Personal Injuries, subject to the Member's Application herefor and to the provisions herein contained.

THE COVERAGE OF THIS CONTRACT IS WORLD WIDE, *and the Member may engage hospital accommodations in any general hospital that maintains a recognized standard of laboratory and nursing efficiency—anywhere in the United States, Canada, or any other country—wherever the Member may be.*

The Conditions Covered and the Benefits to which the Member is entitled under this contract are hereinafter more particularly enumerated and defined, excluding all others.

SECTION I — CONDITIONS COVERED

1. PERSONAL INJURIES occurring after seven days from the date the Member came under the coverage of this contract.

2. ACUTE SICKNESSES having their onset after fifteen days from the date the Member came under the coverage of this contract.

3. CHRONIC CONDITIONS: When the Member has been under the coverage of this contract for a period of six months, it is extended to include cancer, heart disease, vascular and glandular diseases; stomach, kidney, intestinal and gall bladder diseases; and other conditions of a chronic nature that have their origin after six months from the date the Member came under its coverage.

4. TUBERCULOSIS: When the Member has been under the coverage of this contract for a period of 24 months, it is extended to include tuberculosis that has its origin after 21 months from the date the Member came under its coverage; provided that the Member has not had an active tuberculosis prior to the date his Membership became effective.

5. OCCUPATIONAL COVERAGE: If the Member shall engage in a hazardous occupation, which in Section VI hereof is otherwise specifically excluded, and is not covered under the usual compensation insurance of the employer, or that is otherwise available, he may extend the coverage of this contract to include conditions growing out of such occupation by written application to the Association and payment of such charge as the Association shall fix for such additional coverage.

SECTION II — BENEFITS OF THE CONTRACT

1. AMBULANCE where the Member's condition requires ambulance transportation, but not beyond the community in which the nearest general hospital is located.

2. HOSPITAL CARE in general hospitals, including general nursing, bed, board, medicines, dressings, use of surgery, anesthetics, x-rays, laboratory tests, blood plasmas, and other recognized facilities with which the selected hospital is equipped.

3. PRIVATE SANATORIUM CARE: Hospital Care as used herein includes care in Private Sanatoriums for Tuberculosis of the lungs.

4. SPECIAL NURSING: If the Member's condition while confined in a hospital is so critical as to make Special Nursing definitely necessary, the Association will bear the cost of such Special Care to the extent stated in Sections III and V herein that continues beyond the first 48 hours in which Special Nurses are on duty; provided, however, that in case of major surgery the Association will bear the cost of Special Nursing to the extent provided in Section V for a period not to exceed 16 hours immediately following the operation, and which shall be in addition to the period provided for in Section III.

SECTION III — PERIODS OF BENEFITS

The periods to which the Member is entitled to the benefits of this contract shall be as defined in this section.

(A) HOSPITAL CARE: The Member shall be entitled to 60 days Hospital Care for each sickness or injury arising within the first contract year. For each sickness or injury arising within any succeeding contract year, covering a period of 6 years, the number of Hospital Care days to which the Member is entitled shall be increased by 10 days over the number of days to which he was entitled for conditions arising within the contract year preceding. Thereafter, and so long as this contract remains in effect, the Member shall be entitled to 120 days Hospital Care for each sickness or injury arising within the then current contract year.

(B) ACCUMULATIVE HOSPITAL CARE: If the total number of hospital days used by the Member during any contract year does not equal the number of days to which the Member is entitled for one sickness or injury as defined in the preceding paragraph, the number of hospital days to which the Member is entitled during the following contract year shall be increased by one-half of the unused days to which he was normally entitled for one sickness or injury arising within that preceding contract year.

(C) SPECIAL NURSING: The Member shall be entitled to 240 Hours Special Nursing during each contract year, provided that such special care shall at no time exceed 240 hours for the same sickness or injury, except as otherwise provided in (D) of this Section.

(D) ACCUMULATIVE SPECIAL NURSING: If, during any contract year, the Member has not used all or any of the Special Nursing to which he is normally entitled under the preceding paragraph, the Special Nursing to which he is entitled during the following contract year shall be increased by 8 hours for each 8 hours of the unused special nursing to which he was normally entitled during that preceding contract year.

SECTION IV CLAIMS AND PROOF OF RIGHTS TO BENEFITS

(A) Proof of the Member's rights to Benefits shall be furnished by the Member, and the Member, at the time a claim is filed, shall furnish the Association with full information regarding the condition for which the claim is made, together with itemized bills and such information from the attending doctor, hospital or other party as the Association shall require. And, to facilitate payment of the Member's claims hereunder, the Member hereby authorizes the doctors, hospitals and other parties from whom he has obtained services, either within or outside of the provisions of this contract, to furnish the Association, or its duly authorized representatives, such technical and other information relating to the Member's claim as the Association may request, including history, laboratory findings, records or copies of records and other information relating thereto.

(B) On request of the Association, the Member shall submit to a physical examination by a physician or surgeon to be named by the Association at any time the Member is receiving treatment or care for which he is claiming benefits, or during the pendency of any claim hereunder, and as often as reasonably may be required, and the Member hereby consents to and authorizes such examinations.

(C) Any complication of, or any condition arising out of or related to a sickness or injury with which the Member is or has been affected, shall, for the purposes of this contract, be considered a part of the original sickness or injury and not a separate or a distinct sickness or injury.

(D) The Member or some other person in the Member's behalf shall notify the Association prior to or within seven days after the admittance of the Member to a hospital on account of any sickness or injury for which the Member is claiming benefits hereunder.

(E) Failure by the Member to furnish the Association with itemized statements from the hospital, nurse or other party, or failure or refusal by the Member or the attending doctor, hospital or other party to furnish the Association with reports and other information required by the Association for payment of the Member's claim shall, at its option, relieve the Association of providing the benefits to which the Member is otherwise entitled.

(F) If the Member shall fail to file a claim with the Association within six months after the claim has accrued, all rights on account of such claim are hereby waived. The obligations of the Association under this contract are personal to the Member and no other person shall have any claim, or any rights to benefits hereunder. No suit or action relating to any claim of the Member shall be filed within 60 days after all bills, reports, and other information relating to the claim have been furnished to the Association, as provided for in this section.

SECTION V FEES PAYABLE FOR BENEFITS

The fees payable on the Member's account hereunder are the fees prescribed for use under the Association's SUPERIOR Hospital Security Contracts, to which class this contract belongs; a schedule of which the Association shall furnish to the Member at the time this contract is entered into, and which shall comply with the following specific provisions:

1. FOR GENERAL HOSPITAL CARE the Association will pay the established rate of the selected hospital, up to Ten Dollars per day, and which shall include general nursing, routine laboratory examinations and ordinary medicines and dressings.

2. FOR SPECIAL HOSPITAL FACILITIES, including use of surgery, anesthetics, x-rays, special laboratory tests, blood plasma, biologicals, and other recognized facilities, the fees shall be the fees prescribed in the aforesaid schedule.

3. FOR AMBULANCE SERVICE, the fees shall be the established fees in use in the community in which the ambulance is engaged, but not to exceed fifty cents per mile, one way, for mileage outside of city limits.

4. FOR SPECIAL NURSING, the fees shall be the customary fees paid in the community in which the services are rendered, up to Eight Dollars for each eight hour duty.

(A) If the charges of the attending hospital or other party are in excess of the fees provided for hereunder, the Association shall pay that part of the charges which represents the fees prescribed for payment under this contract, notwithstanding; but the Association shall not be required to pay fees in excess of the charges that are rendered.

(B) The Member and the Association shall cooperate in the execution of this contract to the end that the Member shall receive prompt and efficient care at reasonable costs to the Association, and the Association agrees to pay all claims of the Member within thirty days after the Member's claim has been established.

SECTION VI SPECIFIC EXCLUSIONS AND LIMITATIONS

(A) THE FOLLOWING CONDITIONS AND SERVICES ARE NOT INCLUDED IN THIS CONTRACT, and are hereby specifically excluded: Insanity, mental disorders, alcoholism, drug addiction and venereal diseases; senility, congenital conditions and conditions existing at the time the Member came under the coverage of this contract; dental extractions and correction of muscle imbalance of the eyes; removal of tonsils and adenoids during the Member's first contract year or where the Member is under the age of 18 years; injuries resulting from personal violence or intoxication of the Member, and injuries and diseases growing out of public disasters or for which the Member is entitled to like benefits from any federal or other governmental agency.

(B) INJURIES AND DISEASES GROWING OUT OF HAZARDOUS OCCUPATIONS coverable by Workmen's Compensation or Industrial Insurance Laws or Contracts are not included hereunder, unless the contract has been extended to include occupational conditions as specifically provided for in Section I hereof.

(C) INJURIES GROWING OUT OF WRONGFUL ACTS OR OMISSIONS OF ANOTHER PARTY for which that party or some other party makes settlement or is legally responsible are not included hereunder; provided that if the Member is unable to recover from the responsible party or parties after exercising all legal rights so to do, he shall be entitled to the benefits of this contract to the same extent as if no third-party-liability is involved.

(D) DISEASES SUBJECT BY LAW TO QUARANTINE: In those communities where hospital accommodations are not available for quarantinable diseases, the benefits of this contract shall not apply for such conditions.

(E) Hospital Care as used herein at no time means confining the Member to the hospital for the rest cure, nor for diagnostic purposes, nor for any purposes other than where the Member is necessarily a hospital bed patient under the care of a duly qualified physician or surgeon.

SECTION VII TERMS OF CONTRACT DEFINED

PHYSICIANS AND SURGEONS AND DOCTORS means Medical and Osteopathic doctors duly trained in accredited schools, and legally qualified to practice in their respective communities. MAJOR OPERATIONS means any cutting into the vital organs of the body that requires the patient to be placed under general anesthetic. SPECIAL NURSES means persons trained in the science of nursing in accredited hospitals, and duly licensed to practice their profession in their respective communities. GENERAL NURSING means care by nurses regularly employed in the selected hospital whose services are a part of the general hospital care herein intended. ORDINARY MEDICINES AND DRESSINGS means those medicines and dressings routinely used in the treatment of the Member while he is confined in the hospital. ROUTINE LABORATORY TESTS OR EXAMINATIONS means such laboratory tests and examinations as are done routinely in the usual procedure of standardized hospitals, including urinalyses, blood counts and wassermans, as differentiated from SPECIAL LABORATORY TESTS OR EXAMINATIONS in diagnosing a particular condition. BENEFITS means ambulance transportation, hospital care, special nursing and those related services that are enumerated in Section II, hereof. CHRONIC CONDITIONS means conditions of prolonged duration and conditions characterized by slowly progressing symptoms as differentiated from ACUTE SICKNESSES OR ACUTE CONDITIONS which means those sicknesses or conditions of recent origin coming speedily to a crisis. CONTRACT YEAR means a period of 365 days, beginning on the date the contract becomes effective, and each 365 days thereafter that this contract remains in effect (Leap Year—366 days).

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SECTION VIII STANDARD PROVISIONS

1. The intention of this contract is to provide Hospital Care with related benefits for the Member, as herein enumerated and defined, and any remuneration hereunder shall apply as payments for such services. The Association shall have the option of making such payments to the Member or to the hospital or other party; provided that if the Member has paid any accounts to which he is entitled under this contract, the Association shall reimburse the Member.

2. The Association undertakes only to bear the expense for the Member of the benefits of this contract that are available in the particular community in which the services are engaged, and the Association shall not be responsible for the payment of any bills contracted by the Member or by any other person other than as specifically provided for in this contract, but the Member, at his own expense, may engage services in addition or extraneous to the services provided for herein. The Association shall not be liable for any acts or omissions on the part of any physician or surgeon, hospital, nurse, or any other party beyond payment for the benefits to which the Member is entitled hereunder.

3. Investigation by the Association of any claim by the Member, notwithstanding the Member may have failed to comply with the requirements of this contract, shall not constitute a waiver of any such requirements nor deprive the Association of any of its rights or defenses hereunder, and acceptance by the Association of any charges for services to which the Member is not entitled shall be deemed voluntary on the part of the Association and not an acknowledgment of any liability under this contract. This contract cannot be altered, enlarged or modified in any manner except by acts of the duly authorized officers of the Association endorsed hereon.

4. Confidence Basis of Contract—Abuse of Rights and Fraudulent Use: This contract is based on the mutual confidence of the Member and the Association, and any misuse of the rights herein granted shall be cause for cancellation of the contract by the Association, and shall deprive the Member of the rights and privileges to which he otherwise is entitled. The fraudulent use of this contract by any person to obtain benefits for anyone other than the Member shall subject that person to prosecution therefor.

5. If the Member is entitled to like benefits of this contract from another party, the Association shall assume the costs of the benefits to which he is entitled hereunder only in the proportion which the benefits of this contract bear to the benefits to which he is entitled from such other party; provided that the Member shall have the option of deferring the benefits to which he is normally entitled hereunder to begin at the expiration of the benefits to which he is entitled from such other party.

6. Subrogation Rights. If the Association has paid or assumed any charges on the Member's account growing out of an injury or illness for which another party or parties are legally liable, it shall be subrogated to and have an equity in any rights which the Member has against the party or parties responsible therefor; and if the Member has received settlement on account of the injury or illness so sustained, then in that event, the Member or his legal representative shall reimburse the Association for any charges it has paid or assumed on the Member's account.

7. The Association shall have the right to regulate the contract charges and the fees payable under this contract, and/or to modify or enlarge its benefits and provisions to meet changing conditions and improved methods and practices in the treatment of sickness or injuries; provided that no such adjustment or change in the contract shall become effective prior to the first day of the following contract year, and the Association shall give written notice to the Member thirty days prior to the date the change or adjustment is to become effective.

8. If the Member shall default in any payment of the Contract Charge herefor, the contract shall automatically terminate with such default, and thereafter the Member shall not be entitled to any of its benefits, except such benefits to which he was entitled at the time of the default. If the Member alleges a sickness or injury to have occurred prior to the default but failed to obtain a doctor's services for the alleged condition before the default, such sickness or injury shall be deemed not to have occurred under this contract, and the Member shall not be entitled to any benefits therefor. Acceptance of payments by the Association for any period for which the Member is in default shall reinstate the Member to all credits earned, with full rights and benefits of this contract, except for conditions that arose while in default.

TERM OF CONTRACT—CONTRACT CHARGES

The Term of this Contract is One Year from the date it is executed, which is known as the Contract Year, and it shall renew each year thereafter on payment of the Contract Charges at the times stated; provided that either party shall have the right to terminate the contract at the end of any Contract Year by giving thirty days' written notice to the opposite party in advance of its annual renewal date. Non-payment of the contract charges shall be deemed an election by the Member not to continue or to renew the contract.

The Contract Charge herefor is_____per contract Year, which shall be paid in advance, but the Member shall have the option of paying the charges by annual, semi-annual, quarterly, or monthly payments, and grace periods shall be granted as follows: Annual Payments, 20 days grace; Semi-annual Payments, 15 days grace; Quarterly Payments, 10 days grace; Monthly Payments, 5 days grace.

The Association shall issue a duly authorized receipt to the Member for each payment on the contract charges hereunder, which the Member may use as credentials for obtaining the benefits to which he is entitled under this contract.

IN WITNESS WHEREOF, the National Hospital Association has on this_____day of_____, 19_____, caused this contract to be executed by its duly authorized officers at its offices in the City of Portland, State of Oregon, U. S. A.

Countersigned

C. C. Beck

General Manager

NATIONAL HOSPITAL ASSOCIATION

O. S. Dabin

President

Plaintiff's Exhibit 1833

TERM OF CONTRACT—CONTRACT CHARGES

The term of this Contract is One Year from the date it is executed, which is known as the Contract Year, and it shall renew each year thereafter on payment of the Contract Charges at the times stated; provided that either party shall have the right to terminate the contract at the end of any Contract Year by giving thirty days' written notice to the opposite party in advance of its annual renewal date. Non-payment of the contract charges shall be deemed an election by the Family Representative not to continue or to renew the contract.

The Contract Charge herefor is_____per contract year, and is subject to such adjustments as are appropriate for additional family enrollments, termination of memberships, age changes or other causes as provided for herein. All payments shall be made in advance and may be made annually, semi-annually, quarterly, or monthly, and grace periods shall be granted as follows: Annual Payments, 20 days grace; Semi-annual Payments, 15 days grace; Quarterly Payments, 10 days grace; Monthly Payments, 5 days grace.

The Association shall issue a duly authorized receipt to the Family Representative for each payment on the contract charges hereunder, which the Members may use as credentials for obtaining the benefits to which they are entitled under this contract.

IN WITNESS WHEREOF, the National Hospital Association has on this_____day of_____, 19_____, caused this contract to be executed by its duly authorized officers at its offices in the City of Portland, State of Oregon, U. S. A.

Countersigned

C. C. Becker

General Manager

NATIONAL HOSPITAL ASSOCIATION

O. S. Dabin

President

FORM 822—250 4-47

Hospital Security

FAMILY CONTRACT
(STANDARD)

National Hospital Association

EXECUTIVE OFFICES
PORTLAND, OREGON, U.S.A.

World-Wide

NATIONAL HOSPITAL ASSOCIATION

ISSUED FROM NOV 1-1946 to
PRESENT DATE AND STILL BEING
ISSUED

NATIONAL
HOSPITAL ASSOCIATION
732 S.W. 2nd AVE.
PORTLAND 4, OREGON

To Our Member

This Contract is your security in sickness and in injury—read it carefully and familiarize yourself with its benefits. Always feel free to communicate with the Association on any matter that is not clear to you. Feel that the National Hospital Association is your Association, treat it fairly, make your payments promptly and it will remain your friend wherever you are.

8341

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Hospital Security

FAMILY CONTRACT—STANDARD

National Hospital Association

Series FMB No.

ESTABLISHED 1906

EXECUTIVE OFFICES: PORTLAND, OREGON, U.S.A.

SAMPLE

HEREIN CALLED

THE ASSOCIATION, agrees with _____ *herein known as the Family Representative and acting for and on behalf of his/her family, to bear the expense of Hospital Care and Related Benefits for the Family Members named herein, and hereinafter known as the Members, and of the class and to the extent herein defined, that are made necessary in the treatment of Sicknesses or Personal Injuries; subject to the respective applications herefor and to the provisions herein contained.*

TO WHOM CONTRACT APPLIES

MEMBER	RELATION TO FAMILY

SAMPLE

THE COVERAGE OF THIS CONTRACT IS WORLD WIDE, *and the Family Representative or the Members may engage hospital accommodations in any general hospital that maintains a recognized standard of laboratory and nursing efficiency —anywhere in the United States, Canada, or any other country—wherever the Members may be.*

The Conditions Covered, and the Benefits to which the Members are entitled under this contract are hereinafter more particularly enumerated and defined, excluding all others.

SECTION I — CONDITIONS COVERED

1. PERSONAL INJURIES occurring after seven days from the date the Member came under the coverage of this contract.

2. ACUTE SICKNESSES having their onset after fifteen days from the date the Member came under the coverage of this contract.

3. CHRONIC AND OTHER CONDITIONS: When the Member has been under the coverage of this contract for a period of six months, it is extended to include cancer, heart disease, vascular and glandular diseases; stomach, kidney, intestinal and gall bladder diseases, and other conditions of a chronic nature that have their origin after six months from the date the Member came under its coverage.

4. CONDITIONS PECULIAR TO THE FEMALE SEX having their origin after the Member has been continuously under the coverage of this contract for a period of 24 months.

5. TUBERCULOSIS: When the Member has been under the coverage of this contract for a period of 24 months, it is extended to include tuberculosis that has its origin after 24 months from the date the Member came under its coverage; provided that the Member has not had an active tuberculosis prior to the date the Membership became effective.

6. MATERNITY COVERAGE: This contract is extended to provide hospitalization for maternity, as defined in Section V hereof, including laboratory examinations, anesthetics, birth rooms, and care of mother and babies; provided that both parents of the child have been continuously under the coverage of this contract for a period of twelve months preceding the date of birth.

7. OCCUPATIONAL COVERAGE: If any Member hereunder shall engage in a hazardous occupation, which in Section VI hereof is otherwise specifically excluded, and is not covered under the usual compensation insurance of the employer or that is otherwise available, he/she may extend the coverage of this contract to include conditions growing out of such occupation by written application to the Association and payment of such charge as the Association shall fix for such additional coverage.

SECTION II — BENEFITS OF THE CONTRACT

1. AMBULANCE where the Member's condition requires ambulance transportation, but not beyond the community in which the nearest general hospital is located.

2. HOSPITAL CARE in general hospitals, including general nursing, bed, board, medicines, dressings, use of surgery, anesthetics, x-rays, laboratory tests, blood plasmas and other recognized facilities with which the selected hospital is equipped.

3. PRIVATE SANATORIUM CARE: Hospital Care as used herein includes care in Private Sanatoriums for Tuberculosis of the lungs

4. SPECIAL NURSING: If the Member's condition while confined in a hospital is so critical as to make Special Nursing definitely necessary, the Association will bear the cost of such Special Care to the extent stated in Sections III and V herein that continues beyond the first 48 hours in which Special Nurses are on duty; provided, however, that in case of major surgery the Association will bear the cost of Special Nursing to the extent provided in Section V for a period not to exceed 16 hours immediately following the operation, and which shall be in addition to the period provided for in Section III.

SECTION III — PERIODS OF BENEFITS

The periods to which the Members severally are entitled to the benefits of this contract shall be as defined in this section.

(A) Hospital Care: The Members shall be entitled to 60 days Hospital Care for each sickness or injury arising within the first contract year. For each sickness or injury arising within any succeeding contract year, covering a period of 6 years, the number of Hospital Care days to which the Members are entitled shall be increased by 10 days over the number of days to which they were entitled for conditions arising within the contract year preceding. Thereafter, and so long as this contract remains in effect, the Members shall be entitled to 120 days Hospital Care for each sickness or injury arising within the then current contract year.

(B) Accumulative Hospital Care: If the total number of hospital days used by any Member during any contract year does not equal the number of days to which the Member is entitled for one sickness or injury as defined in the preceding paragraph, the number of hospital days to which he/she is entitled during the following contract year shall be increased by one-half of the unused days to which he/she was normally entitled for one sickness or injury arising within that preceding contract year.

(C) Special Nursing: The Members shall be entitled to 240 Hours Special Nursing during each contract year, provided that such special care shall at no time exceed 240 hours for the same sickness or injury, except as otherwise provided in (D) of this Section.

(D) Accumulative Special Nursing: If, during any contract year, a Member has not used all or any of the Special Nursing to which he/she is normally entitled under the preceding paragraph, the Special Nursing to which he/she is entitled during the following contract year shall be increased by 8 hours for each 8 hours of the unused special nursing to which he/she was normally entitled during that preceding contract year.

SECTION IV — CLAIMS AND PROOF OF RIGHTS TO BENEFITS

(A) Proof of a Member's rights to Benefits shall be furnished by the Family Representative or the Member, and the Family Representative or the Member, at the time a claim is filed, shall furnish the Association with full information regarding the condition for which the claim is made, together with itemized bills and such information from the attending doctor, hospital or other party as the Association shall require. And, to facilitate payment of the Member's claims hereunder, the Family Representative on behalf of the Member hereby authorizes the doctors, hospitals and other parties from whom the Member has obtained services, either within or outside of the provisions of this contract, to furnish the Association, or its duly authorized representatives, such technical and other information relating to the Member's claim as the Association may request, including history, laboratory findings, records or copies of records and other information relating thereto.

(B) On request of the Association, the Member shall submit to a physical examination by a physician or surgeon to be named by the Association at any time the Member is receiving treatment or care for which he/she is claiming benefits, or during the pendency of any claim hereunder, and so often as reasonably may be required, and the Member and the Family Representative hereby consents to and authorizes such examinations.

(C) Any complication of, or any condition arising out of or related to a sickness or injury with which a Member is or has been affected, shall, for the purposes of this contract, be considered a part of the original sickness or injury and not a separate or a distinct sickness or injury.

(D) The Family Representative or the Member or some other person in the Member's behalf shall notify the Association prior to or within seven days after the admittance of the Member to a hospital on account of any sickness or injury for which the Member is claiming benefits hereunder.

(E) Failure by the Family Representative or the Member to furnish the Association with itemized statements from the hospital, nurse, or other party, or failure or refusal by the Family Representative or the Member or the attending doctor, hospital or other party to furnish the Association with reports and other information required by the Association for payment of the Member's claim shall, at its option, relieve the Association of providing the benefits to which the Member is otherwise entitled.

(F) If the Family Representative or the Member shall fail to file a claim with the Association within six months after a claim has accrued, all rights on account of such claim are hereby waived. The obligations of the Association under this contract are personal to the Members and no other person shall have any claim, or any rights to benefits hereunder. No suit or action relating to any claim of a Member shall be filed within 60 days after all bills, reports, and other information relating to the claim have been furnished to the Association, as provided for in this section.

SECTION V — FEES PAYABLE FOR BENEFITS

The fees payable on the Members' accounts hereunder are the fees prescribed for use under the Association's Standard Hospital Security Contracts, to which class this contract belongs; a schedule of which the Association shall furnish to the Family Representative or the Member at the time this contract is entered into, and which shall comply with the following specific provisions:

1. For General Hospital Care the Association will pay the established rate of the selected hospital, up to Six Dollars per day, and which shall include general nursing, routine laboratory examinations and ordinary medicines and dressings.

2. For Special Hospital Facilities, including use of surgery, anesthetics, x-rays, special laboratory tests, blood plasma, biologicals, and other recognized facilities, the fees shall be the fees prescribed in the aforesaid schedule.

3. For Ambulance Service, the fees shall be the established fees in use in the community in which the ambulance is engaged, but not to exceed fifty cents per mile, one way, for mileage outside of city limits.

4. For Special Nursing, the fees shall be the customary fees paid in the community in which the services are rendered, up to Six Dollars for each eight hour duty.

5. For Maternity Care: The Association will pay up to $75.00 for Hospital Care and Attention of mother and babies in each case of maternity, as defined in Section I hereof, and which payment shall be the full benefits to which the mother is entitled for childbirth or conditions arising therefrom.

(A) If the charges of the attending hospital or other party are in excess of the fees provided for hereunder, the Association shall pay that part of the charges which represents the fees prescribed for payment under this contract, notwithstanding; but the Association shall not be required to pay fees in excess of the charges that are rendered.

(B) The Family Representative and the Members and the Association shall cooperate in the execution of this contract to the end that the Members shall receive prompt and efficient care at reasonable costs to the Association, and the Association agrees to pay all claims of the Members within thirty days after their respective claims have been established.

SECTION VI — SPECIFIC EXCLUSIONS AND LIMITATIONS

(A) The Following Conditions and Services are Not Included in this Contract, and are hereby specifically excluded: Insanity, mental disorders, alcoholism, drug addiction and venereal diseases; senility, congenital conditions and conditions existing at the time the Member came under the coverage of this contract; menstrual disorders and pregnancy and conditions arising therefrom, except maternity care as provided for in Sections I and V; dental extractions and correction of muscle imbalance of the eyes; removal of tonsils and adenoids during the Member's first contract year or where the Member is under the age of 18 years; injuries resulting from personal violence or intoxication of the Member, and injuries and diseases growing out of public disasters or for which the Member is entitled to like benefits from any federal or other governmental agency.

(B) Injuries and Diseases Growing Out of Hazardous Occupations coverable by Workmen's Com-

pensation or Industrial Insurance Laws or Contracts are not included hereunder, unless the contract has been extended to include occupational conditions as specifically provided for in Section I hereof.

(C) INJURIES GROWING OUT OF WRONGFUL ACTS OR OMISSIONS OF ANOTHER PARTY for which that party or some other party makes settlement or is legally responsible are not included hereunder; provided that if the Member is unable to recover from the responsible party or parties after exercising all legal rights so to do, the member shall be entitled to the benefits of this contract to the same extent as if no third-party-liability is involved.

(D) DISEASES SUBJECT BY LAW TO QUARANTINE: In those communities where hospital accommodations are not available for quarantinable diseases, the benefits of this contract shall not apply for such conditions.

(E) Hospital Care as used herein at no time means confining the Member to the hospital for the rest cure, nor for diagnostic purposes, nor for any purposes other than where the Member is necessarily a hospital bed patient under the care of a duly qualified physician or surgeon.

SECTION VII TERMS OF CONTRACT DEFINED

PHYSICIANS AND SURGEONS AND DOCTORS means Medical and Osteopathic doctors duly trained in accredited schools, and legally qualified to practice in their respective communities. MAJOR OPERATIONS means any cutting into the vital organs of the body that requires the patient to be placed under a general anesthetic. SPECIAL NURSES means persons trained in the science of nursing in accredited hospitals, and duly licensed to practice their profession in their respective communities. GENERAL NURSING means care by nurses regularly employed in the selected hospital whose services are a part of the general hospital care herein intended. ORDINARY MEDICINES AND DRESSINGS means those medicines and dressings routinely used in the treatment of a Member while he/she is confined in the hospital. ROUTINE LABORATORY TESTS OR EXAMINATIONS means such laboratory tests and examinations as are done routinely in the usual procedure of standardised hospitals, including urinalyses, blood counts and wassermans, as differentiated from SPECIAL LABORATORY TESTS OR EXAMINATIONS in diagnosing a particular condition. BENEFITS means ambulance transportation, hospital care, special nursing and those related services that are enumerated in Section II, hereof. CHRONIC CONDITIONS means conditions of prolonged duration and conditions characterized by slowly progressing symptoms as differentiated from ACUTE SICKNESSES OR ACUTE CONDITIONS which means those sicknesses or conditions of recent origin coming speedily to a crisis. FAMILY REPRESENTATIVE means father, mother, guardian, or other person acting as sponsor for the Members hereunder and where omitted is implied. JUNIORS OR JUNIOR MEMBERS means those Members under the age of 19 years. CONTRACT YEAR means a period of 365 days, beginning on the date the contract becomes effective, and each 365 days thereafter that this contract remains in effect (Leap Year—366 days).

SECTION VIII STANDARD PROVISIONS

1. The intention of this contract is to provide Hospital Care with related benefits for the Members, as herein enumerated and defined, and any remuneration hereunder shall apply as payments for such services. The Association shall have the option of making such payments to the Family Representative or to the hospital or other party; provided that if the Family Representative has paid any accounts to which a Member is entitled under this contract, the Association shall reimburse the Family Representative therefor.

2. The Association undertakes only to bear the expense for the Members of the benefits of this contract that are available in the particular community in which the services are engaged. The Association shall not be responsible for the payment of any bills contracted by the Members or the Family Representative or by any other person other than as specifically provided for in this contract, but the Members, at their own expense, may engage services in addition or extraneous to the services provided for herein. The Association shall not be liable for any acts or omissions on the part of any physician or surgeon, hospital, nurse, or any other party beyond payment for the benefits to which the Members are entitled hereunder.

3. Investigation by the Association of any claim by the Members, notwithstanding the Member or the Family Representative may have failed to comply with the requirements of this contract, shall not constitute a waiver of any such requirements nor deprive the Association of any of its rights or defenses hereunder, and acceptance by the Association of any charges for services to which a Member is not entitled shall be deemed voluntary on the part of the Association and not an acknowledgment of any liability under this contract. This contract cannot be altered, enlarged or modified in any manner except by acts of the duly authorized officers of the Association endorsed hereon.

4. Confidence Basis of Contract—Abuse of Rights and Fraudulent Use: This contract is based on the mutual confidence of the Members, the Family Representative and the Association, and any misuse of the rights herein granted shall be cause for cancellation of the contract by the Association and shall deprive the Members of the rights and privileges to which they otherwise are entitled. The fraudulent use of this contract by any person to obtain benefits for anyone other than the Members shall subject that person or persons to prosecution therefor.

5. Other Members of the Family May Enroll—Successor to Family Representative: It is the purpose of the Association to make the benefits prescribed in this Contract permanently available for the family herein named, and to that end the Family Representative shall have the right to enroll other Members of his/her family, subject to acceptance by the Association of the respective applications therefor. And in the event of the death of the Family Representative, his/her surviving spouse shall automatically replace the Family Representative, and if there be no surviving spouse, then and in that event, the adult or Junior Member next in order shall be the Family Representative until such time as some other person may be legally appointed to act as representative for the family hereunder.

6. If a Member is entitled to like benefits of this contract from another party, the Association shall assume the costs of the benefits to which he/she is entitled hereunder only in the proportion which the benefits of this contract bear to the benefits to which he/she is entitled from such other party; provided that the Member shall have the option of deferring the benefits to which he/she is normally entitled hereunder to begin at the expiration of the benefits to which he/she is entitled from such other party.

7. Subrogation Rights: If the Association has paid or assumed any charges on a Member's account growing out of an injury or illness for which another party or parties are legally liable, it shall be subrogated to and have an equity in any rights which the Member has against the party or parties responsible therefor; and if the Family Representative or the Member has received settlement on account of the injury or illness so sustained, then in that event, the Member or his/her legal representative shall reimburse the Association for any charges it has paid or assumed on the Member's account.

8. The Association shall have the right to regulate the contract charges and the fees payable under this contract, and/or to modify or enlarge its benefits and provisions to meet changing conditions and improved methods and practices in the treatment of sickness or injuries; provided that no such adjustment or change shall become effective prior to the first day of the following contract year, and the Association shall give written notice to the Family Representative thirty days prior to the date the change or adjustment is to become effective. Provided further that the Contract Charge for each Junior Member on reaching the age of 19 years shall be the Adult charge, and the charge for each remaining Junior Member shall, in the order of his/her age, change to the rate of the Junior Member next preceding, to whose place under the contract he/she automatically succeeds.

9. If the Family Representative shall default in payment of the contract charges for any of the Members, this contract shall automatically terminate as applying to the Members whose payments are thus in default, and thereafter such Members shall not be entitled to any of its benefits except such benefits to which they were entitled at the time of the default. If a Member alleges a sickness or injury to have occurred prior to the default but failed to obtain a doctor's services for the alleged condition before the default, such sickness or injury shall be deemed not to have occurred under this contract, and the Member shall not be entitled to any benefits therefor. Acceptance of payments by the Association for any period for which a Member is in default shall reinstate that Member to all credits earned with full rights and benefits of this contract except for any conditions that arose while in default.

Plaintiff's Exhibit 1836

8344

TERM OF CONTRACT—CONTRACT CHARGES

The term of this Contract is One Year from the date it is executed, which is known as the Contract Year, and it shall renew each year thereafter on payment of the Contract Charges at the times stated; provided that either party shall have the right to terminate the contract at the end of any Contract Year by giving thirty days' written notice to the opposite party in advance of its annual renewal date. Non-payment of the contract charges shall be deemed an election on the part of the Family Representative not to continue or to renew the contract.

The Contract Charge herefor is_____per contract year, and is subject to such adjustments as are appropriate for additional family enrollments, termination of memberships, age changes or other causes as provided for herein. All payments may be made annually, semi-annually, quarterly, or monthly, and grace periods shall be granted as follows: Annual Payments, 20 days grace; Semi-annual Payments, 15 days grace; Quarterly Payments, 10 days grace; Monthly Payments, 5 days grace.

The Association shall issue a duly authorized receipt to the Family Representative for each payment on the contract charges hereunder, which the Members may use as credentials for obtaining the benefits to which they are entitled under this contract.

IN WITNESS WHEREOF, the National Hospital Association has on this_____day of_____, 19_____, caused this contract to be executed by its duly authorized officers at its offices in the City of Portland, State of Oregon, U. S. A.

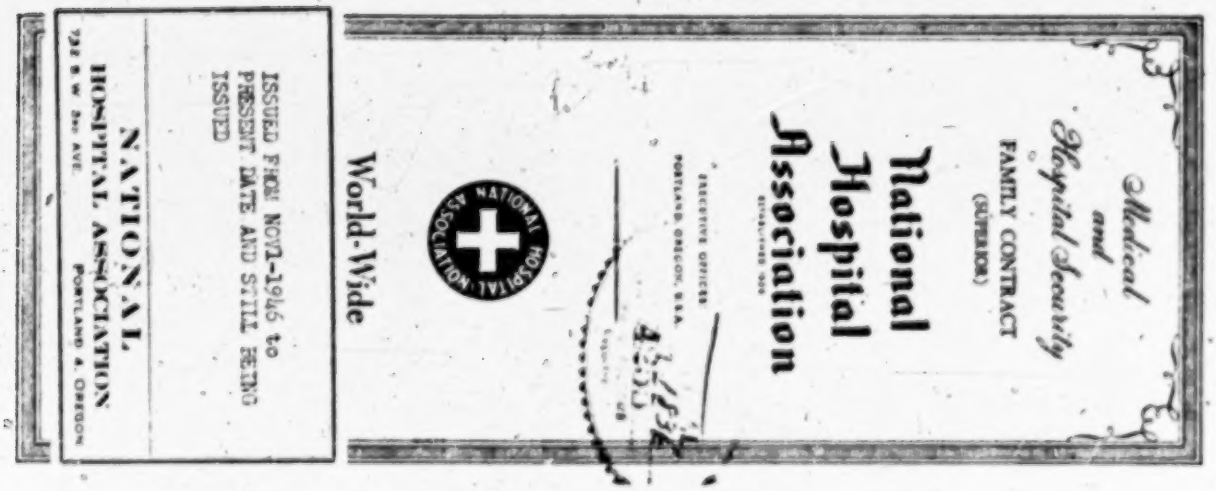
Countersigned

C. C. Beckett
General Manager

NATIONAL HOSPITAL ASSOCIATION

O. S. Dabin
President

Form 602—250-6-47



To Our Member

This Contract is your security in sickness and in injury—read it carefully and familiarize yourself with its benefits. Always feel free to communicate with the Association on any matter that is not clear to you. Feel that the National Hospital Association is your Association, treat it fairly, make your payments promptly and it will remain your friend wherever you are.

Medical and Hospital Security

FAMILY CONTRACT – SUPERIOR

National Hospital Association

Series FMC – No.

ESTABLISHED 1906

EXECUTIVE OFFICES: PORTLAND, OREGON, U.S.A.

HEREIN CALLED —

THE ASSOCIATION, agrees with _____, *herein known as the Family Representative, and acting for and on behalf of his her family, to bear the expense of Medical and Surgical Services, Hospital Care and Related Benefits for the Family Members named hereon, and hereinafter known as the Members, and of the class and to the extent herein defined, that are made necessary in the treatment of Sicknesses or Personal Injuries; subject to the respective applications hereof and to the provisions herein contained.*

TO WHOM CONTRACT APPLIES

MEMBER	RELATION TO FAMILY

THE COVERAGE OF THIS CONTRACT IS WORLD WIDE, *and the Family Representative or the Members may engage the services of any doctors regularly qualified in the science of medicine and surgery and duly licensed to practice in their respective communities—anywhere in the United States, Canada, or any other country. The Family Representative or the Members likewise may engage hospital accommodations in any general hospital that maintains a recognized standard of laboratory and nursing efficiency—and wherever the Members may be.*

The Conditions Covered and the Benefits to which the Members are entitled under this contract are hereinafter more particularly enumerated and defined, excluding all others.

SECTION I — CONDITIONS COVERED

1. PERSONAL INJURIES occurring after seven days from the date the Member came under the coverage of this contract.

2. ACUTE SICKNESSES having their onset after fifteen days from the date the Member came under the coverage of this contract.

3. CHRONIC AND OTHER CONDITIONS. When the Member has been under the coverage of this contract for a period of six months, it is extended to include treatments for cancer and heart disease, vascular and glandular diseases; stomach, kidney, intestinal and gall bladder disorders; allergies, hemorrhoids and diseases of the sinuses and abdomen; and other conditions of a chronic nature having their origin after six months from the date the Member came under its coverage.

4. CONDITIONS PECULIAR TO THE FEMALE SEX having their origin after the Member has been continuously under the coverage of this contract for a period of 24 months.

5. TUBERCULOSIS: When the Member has been under the coverage of this contract for a period of 24 months, it is extended to include tuberculosis having its origin after 24 months from the date the Member came under its coverage, provided that the Member has not had an active tuberculosis record to the date his Membership became effective.

6. MATERNITY COVERAGE: This contract is extended to provide hospitalization for maternity, as defined in Section V hereof, including laboratory examinations, anesthetics, birth room, and use of nursery during period provided that both parents of the child born to a married woman Member are under the coverage of this contract for a period of 10 months prior to giving birth to child.

7. OCCUPATIONAL CHANGE: If any Member hereunder shall engage in any occupation or duties which in Section V hereof or otherwise are excluded, he may extend the coverage of this contract to cover such occupation hereafter, by payment to the Association of the premium for the additional coverage, as he may select; he may extend the coverage of this contract to cover conditions growing out of such occupation by written application to the Association and payment of such charge as the Association shall fix for such additional coverage.

SECTION II — BENEFITS OF THE CONTRACT

1. MEDICAL AND SURGICAL SERVICES, including attention by Specialists, Operations, and treatments in the doctor's office, the Member's home, in the hospital or elsewhere, as required.

2. X-RAY EXAMINATIONS AND LABORATORY TESTS, including Pyelograms, Blood Tests, Biopsies, Basal Metabolisms, Electrocardiograms and such other tests as the attending doctor shall require for making diagnosis.

3. BLOOD PLASMA AND BLOOD TRANSFUSIONS when needed, and Oxygen in the treatment of pneumonia, heart ailments and other conditions for which oxygen is a recognized and accepted therapy.

4. RADIUM AND X-RAY THERAPY in the treatment of cancer and other conditions for which radium and x-ray are the accepted and accepted treatments.

5. SERUMS AND ANTITOXINS in the treatment of certain diseases such as pneumonia, diphtheria, tetanus, infantile paralysis, erysipelas, meningitis, and other diseases requiring serums, but not for prevention that are not customary

6. ORTHOPEDIC APPLIANCES in the treatment of injuries or diseases of the bones when ordered by the attending doctor.

7. AMBULANCE where the Member's condition requires ambulance transportation, but not beyond the community in which the nearest general hospital is located.

8. HOSPITAL CARE in general hospitals, including general nursing, bed, board, medicines, dressings, use of surgery, anesthetics, x-rays, laboratory tests, blood transfusions and other recognized facilities with which the selected hospital is equipped.

9. PRIVATE SANATORIUM CARE. Hospital Care as used herein includes care in Private Sanatoriums for Tuberculosis of the lungs.

10. SPECIAL NURSING. If the Member's condition while confined in a hospital is so critical as to make Special Nursing definitely necessary, the Association will bear the cost of such Special Care to the extent stated in Sections III and V herein that continues beyond the first 48 hours in which Special Nurses are on duty; provided, however, that in case of major surgery the Association will bear the cost of Special Nursing to the extent provided in Section V for a period not to exceed 16 hours immediately following the operation, and which shall be in addition to the period provided for in Section III.

SECTION III — PERIODS OF BENEFITS

The periods to which the Members severally are entitled to the benefits of this contract shall be as defined in this section.

(A) MEDICAL AND SURGICAL SERVICES. The Members shall be entitled to Medical and Surgical services and related benefits named in paragraphs 1 to 7 of Section II hereof, so long as such services are necessary up to 12 months from the date of beginning treatment for the particular condition for which the services are required.

(B) HOSPITAL CARE. The Members shall be entitled to 60 days Hospital Care for each sickness or injury arising within the first contract year. For each sickness or injury arising within any succeeding contract year, covering a period of 6 years, the number of Hospital Care days to which the Members are entitled shall be increased by 10 days over the number of days to which they were entitled for conditions arising within the contract year preceding. Thereafter, and so long as this contract remains in effect, the Members shall be entitled to 120 days Hospital Care for each sickness or injury arising within the then current contract year.

(C) ACCUMULATIVE HOSPITAL CARE. If the total number of hospital days used by any Member during any contract year does not equal the number of days to which the Member is entitled for one sickness or injury as defined in the preceding paragraph, the number of hospital days to which he/she is entitled during the following contract year shall be increased by one-half of the unused days to which he/she was normally entitled for one sickness or injury arising within that preceding contract year.

(D) SPECIAL NURSING. The Members shall be entitled to 240 Hours Special Nursing during each contract year, provided that such special care shall at no time exceed 240 hours for the same sickness or injury, except as otherwise provided in (E) of this Section.

(E) ACCUMULATIVE SPECIAL NURSING. If, during any contract year, a Member has not used all or any of the Special Nursing to which he/she is normally entitled under the preceding paragraph, the Special Nursing to which he/she is entitled during the following contract year shall be increased by 8 hours for each 8 hours of unused special nursing to which he/she was normally entitled during that preceding contract year.

SECTION IV — CLAIMS AND PROOF OF RIGHTS TO BENEFITS

(A) Proof of a Member's rights to Benefits shall be furnished by the Family Representative or the Member, and the Family Representative or Member, as the time a claim is filed, shall furnish the Association with full information regarding the condition for which the claim is made, together with itemized bills and such other information from the attending doctor, hospital or other party as the Association shall require. And, to facilitate payment of the Member's claims hereunder, the Family Representative on behalf of the Member hereby authorizes the doctors, hospitals and other parties from whom the Member has obtained services, either within or outside of the provisions of this contract, to furnish the Association, or its duly authorized representatives, such technical and other information relating to the Member's claim as the Association may request, including history, laboratory findings, records or copies of records and other information relating thereto.

(B) On request of the Association, the Member shall submit to a physical examination by a physician or surgeon to be named by the Association at any time the Member is receiving treatment or care for which he/she is claiming benefits, or during the pendency of any claim hereunder, and so often as reasonably may be required, and the Member and the Family Representative hereby consents to and authorizes such examinations.

(C) Any complications of, or any condition arising out of or related to a sickness or injury with which a Member is or has been affected, shall, for the purposes of this contract, be considered a part of the original sickness or injury and not a separate or a distinct sickness or injury.

(D) In the event of a serious sickness or injury requiring medical treatment or care, the Family Representative or the Member or some other person in the Member's behalf shall notify the Association in writing within seven days from the time of the acute onset of the condition, and the Family Representative or the Member or some other person in the Member's behalf shall likewise notify the Association prior to or within seven days after the admittance of the Member to a hospital on account of any sickness or injury for which the Member is claiming benefits hereunder.

(E) Failure by the Family Representative or the Member to furnish the Association with itemized statements from the attending doctor, hospital or other party, or failure or refusal by the Family Representative or the Member or the attending doctor, hospital or other party to furnish the Association with reports and other information required by the Association for payment of the Member's claim shall, at its option, relieve the Association of providing the benefits to which the Member is otherwise entitled.

(F) If the Family Representative or the Member shall fail to file a claim with the Association within six months after a claim has accrued, all rights on account of such claim are hereby waived. The obligations of the Association under this contract are personal to the Members and no other person shall have any claim, or any rights to benefits hereunder. No suit or action relating to any claim of a Member shall be filed within 60 days after all bills, reports, and other information relating to the claim have been furnished to the Association, as provided for in this section.

SECTION V — FEES PAYABLE FOR BENEFITS

The fees payable on the Members' accounts hereunder are the fees prescribed for use under the Association's SUPERIOR Medical and Hospital Security Contracts, to which plan this contract belongs, a schedule of which the Association shall furnish to the Family Representative or the Member at the time this contract is entered into, and which shall comply with the following specific provisions:

1. FOR MEDICAL AND SURGICAL SERVICES, X-RAYS, LABORATORY TESTS AND RELATED BENEFITS, the fees shall be the fees prescribed in the schedule referred to in the preamble of this section.

2. FOR GENERAL HOSPITAL CARE the Association will pay the established rate of the selected hospital, up to Ten Dollars per day, and which shall include general nursing, routine laboratory examinations and ordinary medicines and dressings.

3. FOR SPECIAL HOSPITAL FACILITIES, including use of surgery, anesthetics, special laboratory tests, blood plasma, biologicals, and other recognized facilities, the fees shall be the fees prescribed in the aforesaid schedule.

4. FOR AMBULANCE SERVICE, the fees shall be the established fees in use in the community in which the ambulance is engaged, but not to exceed fifty cents per mile, one way, for mileage outside of city limits.

5. FOR SPECIAL NURSING, the fees shall be the customary fees paid in the community in which the services are rendered, up to Eight Dollars for each eight hour duty.

6. FOR MATERNITY CARE: The Association will pay up to $125.00 for Hospital Care and Attention of mother and babies in each case of maternity, as defined in Section I hereof, still which payment shall be the full benefits to which the mother is entitled for childbirth or conditions arising therefrom.

(A) If the charges of the attending doctor, hospital or other party are in excess of the fees provided for hereunder, the Association shall pay that part of the charges which represents the fees prescribed for payment under this contract, notwithstanding; but the Association shall not be required to pay fees in excess of the charges that are rendered.

(B) The Association shall not be required to assume charges for routine examinations, physical examinations, duplications of services, nor for daily visits or dressings unless the Member's condition is of such a critical nature as to clearly indicate the need for daily care, nor the Association shall not assume charges for x-rays, laboratory tests or other examinations that are not related to the particular condition for which an examination is required.

(C) The Family Representative and the Members and the Association shall cooperate in the execution of this contract to the end that the Members shall receive prompt and efficient care at reasonable costs to the Association, and the Association agrees to pay all claims of the Members within thirty days after their respective claims have been established.

SECTION VI — SPECIFIC EXCLUSIONS AND LIMITATIONS

(A) THE FOLLOWING CONDITIONS AND SERVICES ARE NOT INCLUDED IN THIS CONTRACT, and are hereby specifically excluded: Insanity, mental disorders, alcoholism, drug addiction and venereal diseases; senility,

congenital conditions and conditions existing at the time the Member came under the coverage of this contract; menstrual disorders and pregnancy and conditions arising therefrom, except maternity care as provided for in Sections I and V; dental extractions, refractions for glasses and correction of muscle imbalance of the eyes; removal of tonsils and adenoids where the Member is under the age of 18 years; injuries resulting from personal violence or intoxication of the Member, and injuries and diseases growing out of public disasters or for which the Member is entitled to like benefits from any federal or other governmental agency.

(B) Injuries and Diseases Growing Out of Hazardous Occupations coverable by Workmen's Compensation or Industrial Insurance Laws or Contracts are not included hereunder, unless the contract has been extended to include occupational conditions as specifically provided for in Section I hereof.

(C) Injuries Growing Out of Wrongful Acts or Omissions of Another Party for which that party or some other party makes settlement or is legally responsible are not included hereunder; provided that if the Member is unable to recover from the responsible party or parties after exercising all legal rights so to do, the Member shall be entitled to the benefits of this contract to the same extent as if no third-party-liability is involved.

(D) Diseases Subject by Law to Quarantine. In those communities where hospital accommodations are not available for quarantinable diseases, the benefits of this contract are limited to the services of a physician and to such serums and antitoxins as the attending doctor shall prescribe.

(E) The First Two Doctor Calls when beginning treatment for any particular condition are deductible and not included hereunder—the purpose being to provide special and more extended benefits for the Members for serious and prolonged conditions; provided that the setting of fractures or any operations found necessary at the time of the first two calls are included hereunder notwithstanding.

(F) Operations for conditions enumerated in paragraph 3, Section I, hereof, and operations for removal of tonsils and adenoids, are not included hereunder during the Member's first contract year. This provision likewise applies to hospital care and special nursing made necessary by operations for any such conditions.

(G) Hospital Care as used herein at no time means confining the Member to the hospital for the rest cure, or for diagnostic purposes, or for any purposes other than where the Member is necessarily a bed patient under the care of a duly qualified physician or surgeon.

SECTION VII — TERMS OF CONTRACT DEFINED

Physicians and Surgeons and Doctors means Medical and Osteopathic doctors duly trained in accredited schools, and legally qualified to practice in their respective communities. Specialists means doctors who have had special training in a particular branch of the science of medicine or surgery. Major Operation means any cutting into the vital organs of the body that requires the patient to be placed under a general anesthetic. Special Nurses means persons trained in the science of nursing in accredited hospitals, and duly licensed to practice their profession in their respective communities. General Nursing means care by nurses regularly employed in the selected hospital whose services are a part of the general hospital care herein intended. Ordinary Medicines and Dressings means those medicines and dressings routinely used in the treatment of a Memb while he/she is confined in the hospital. Routine Laboratory Tests or Examinations means such laboratory tests and examinations as are done routinely in the usual procedure of standardized hospitals, including urinalyses, blood counts and wassermans, as differentiated from Special Laboratory Tests or Examinations in diagnosing a particular condition. Benefits means medical and surgical services, ambulance, hospital care, special nursing and those related services that are enumerated in Section II, hereof. Chronic Conditions means conditions of prolonged duration and conditions characterized by slowly progressing symptoms as differentiated from Acute Sicknesses or Acute Conditions which means those sicknesses or conditions of recent origin coming speedily to a crisis. Family Representative means father, mother, guardian or other person acting as sponsor for the Members hereunder and where omitted is implied. Juniors or Junior Members means those Members under the age of 19 years. Contract Year means a period of 365 days, beginning on the date the contract becomes effective, and each 365 days thereafter that this contract remains in effect (Leap Year—366 days).

SECTION VIII — STANDARD PROVISIONS

1. The intention of this contract is to provide Medical and Surgical Attention, Hospital Care and related benefits for the Members, as herein enumerated and defined, and any remuneration hereunder shall apply as payments for such services. The Association shall have the option of making such payments to the Family Representative or to the doctor, hospital or other party; provided that if the Family Representative has paid any accounts to which a Member is entitled under this contract, the Association shall reimburse the Family Representative therefor.

2. The Association undertakes only to bear the expense for the Members of the benefits that are available in the particular community in which the services are received, but the Members shall have the right to call a doctor from an outside community, in which event the Association shall assume the charges to the same extent as if the services were engaged locally, but not charges for mileage or other transportation costs.

3. The Association at all times reserves the right to employ a specialist or some other physician or surgeon to act in consultation or to associate with the doctor selected by the Members.

4. The Association shall not be responsible for the payment of any bills contracted by the Members or the Family Representative or by any other person other than as specifically provided for in this contract, but the Members, at their own expense, may engage services in addition or extraneous to the services provided for herein. The Association shall not be liable for any acts or omissions on the part of any physician or surgeon, hospital, nurse, or any other party beyond payment for the benefits to which the Members are entitled hereunder.

5. Investigation by the Association of any claim notwithstanding the Member or the Family Representative may have failed to comply with the requirements of this contract, shall not constitute a waiver of any such requirements nor deprive the Association of any of its rights or defenses hereunder, and acceptance by the Association of any charges for services to which a Member is not entitled shall be deemed voluntary on the part of the Association and not an acknowledgment of any liability under this contract. This contract cannot be altered, enlarged or modified in any manner except by acts of the duly authorized officers of the Association endorsed hereon.

6. Confidence Basis of Contract—Abuse of Rights and Fraudulent Use: This contract is based on the mutual confidence of the Members, the Family Representative and the Association, and any misuse on the part of any of the Members or the Family Representative of the rights herein granted shall be cause for cancellation of the contract by the Association and shall deprive the Members of the rights and privileges to which they otherwise are entitled. The fraudulent use of this contract by any person to obtain benefits for anyone other than the Members shall subject that person or persons to prosecution therefor.

7. Other Members of the Family May Enroll—Successor to Family Representative: It is the purpose of the Association to make the benefits prescribed in this Contract permanently available for the family herein named, and to that end the Family Representative shall have the right to enroll other Members of his/her family, subject to acceptance by the Association of the respective applications therefor. And in the event of the death of the Family Representative, his/her surviving spouse shall automatically replace the Family Representative, and if there be no surviving spouse, then and in that event, the adult or Junior Member next in order shall be the Family Representative until such time as some other person may be legally appointed to act as representative for the family hereunder.

8. If a Member is entitled to like benefits of this contract from another party, the Association shall assume the costs of the benefits to which he/she is entitled hereunder only in the proportion which the benefits of this contract bear to the benefits to which he/she is entitled from such other party; provided that the Member shall have the option of deferring the benefits to which he/she is normally entitled hereunder to begin at the expiration of the benefits to which he/she is entitled from such other party.

9. The Association shall have the right to regulate the contract charges and the fees payable under this contract, and/or to modify or enlarge the benefits and provisions hereof to meet changing conditions and improved methods and practices in the treatment of sickness or injuries; provided that no such adjustment or change shall become effective prior to the first day of the following contract year, and the Association shall give written notice to the Family Representative thirty days prior to the date thereof. Provided further that the Contract Charge for each Junior Member on reaching the age of 19 years shall be the Adult charge, and the charge for each remaining Junior Member shall, in the order of his/her age, change to the rate of the Junior Member next preceding, to whose place under the contract he/she automatically succeeds.

10. If the Family Representative shall default in payment of the contract charges for any of the Members, this contract shall automatically terminate as applying to the Members whose payments are thus in default, and thereafter such Members shall not be entitled to any of its benefits except such benefits to which they were entitled at the time of the default. If a Member alleges a sickness or injury to have occurred prior to the default but failed to obtain a doctor's services for the alleged condition before the default, such sickness or injury shall be deemed not to have occurred under this contract, and the Member shall not be entitled to any benefits therefor. Acceptance of payments by the Association for any period for which a Member is in default shall reinstate that Member to all credits earned with full rights and benefits of this contract except for any conditions that arose while in default.

5494

Plaintiff's Exhibit 1837

8349

Medical and Hospital Security

COMBINATION FAMILY CONTRACT — SUPERIOR

National Hospital Association

Series FCA No.

ESTABLISHED 1906

EXECUTIVE OFFICES: PORTLAND, OREGON, U.S.A.

HEREIN CALLED

THE ASSOCIATION, agrees with _____, *herein known as the Family Representative, to bear the expense of Medical and Surgical Services and/or Hospital Care with related benefits for the Family Members named herein and known as the Members, and of the class and to the extent herein defined, that are made necessary in the treatment of Sicknesses or Personal Injuries; subject to the respective applications herefor and to the provisions herein contained. It being understood that those Members whose names are listed under the Medical and Hospital Security Plan herein are entitled to all of the benefits of this contract enumerated and defined in Section II hereof, but those Members whose names are listed under the Hospital Security Plan are entitled to only Hospital Care with related benefits as enumerated and defined in Paragraphs 7, 8, 9 and 10 of said Section II, and the provisions of this contract peculiar to its Medical and Surgical Benefits shall not apply to such Members.*

TO WHOM CONTRACT APPLIES

Member	Relation To Family	Plan of Coverage

(The rest of this exhibit is like Exhibit 1836.

Plaintiff's Exhibit 1848

8352

Prudential Hospital Association of the State of Oregon

(hereinafter called the Association)

HEREBY AGREES TO FURNISH

4253 1848

_____ Age _____

(hereinafter called the Member)

and such other members of his or her family as are endorsed hereon

1. Medical and Surgical Services at the offices of Physicians and Surgeons of the Association,
2. Medical and Surgical Services at the home of the Member,
3. Medical and Surgical Services at the Hospitals,
4. Maintenance in the Hospitals, including Operating Room, Anesthetics, Dispensary Service, Laboratory, X-Ray, Board, Ward Room,
5. All the above services to be unlimited as to time,
6. Prescriptions, Medicines and Drugs,
7. Ambulance Service,
8. Iron Injections,
9. Medical Examinations Quarterly, including Urinalysis, Heart and Lung Tests, Blood Pressure Readings, Blood Examinations, including Wasserman Test,
10. Ultra Violet and Infra-Red Ray Treatments,
11. Short Waive Diathermy and Polysine Electric Treatments,
12. Basal Metabolism Tests,
13. Anti-Toxin Inoculations for prevention of contagious diseases,
14. Vaccine Inoculations for prevention of colds,
15. Optometric Service,
16. Dental Service,
17. Maternity Service,
18. X-Ray Service.

in the event of sickness, ailment or injury; all services as are here set forth and to the extent of and subject to the provisions herein contained.

The date of this certificate is _____, 19____, the registration fee for its issue is $_____ and the monthly dues are $_____.

5496

8353

PROVISIONS

(a). This certificate is issued in consideration of the statements made by the Member in the application herefor, which is hereby referred to and made a part hereof. It is not cancelable by the Association during any term for which dues are paid, annually, semi-annually, quarterly or monthly as originally issued, nor during any like term for which the Association accepts dues; but this provision shall not be so construed as to prevent termination of the benefits provided, upon failure to pay dues as provided herein.

(b). All dues are payable without notice on or before the monthly date of this certificate, of each renewal month, in accordance with the rates on the back hereof, at an office of the Association or to representatives who have written authority from the Association to accept dues at time of payment.

(c). This certificate may be extended to cover any other person or persons, who are of the immediate family of the Member, in consideration of the statements in each individual application therefor, which are hereby referred to and made a part hereof, and the payment of additional dues which will be included herein; provided, the names of such other persons are endorsed hereon by the Association.

(d). After this certificate has been in continuous force for three months from the effective date hereof, a grace period of ten days shall be allowed for payment of all subsequent dues. Should the Member default in payment of dues as provided herein, the subsequent acceptance of dues shall be optional with the Association, and if the dues are accepted by the Association this certificate shall be reinstated thereby and the effective date hereof for service for injuries shall be changed to be 12 o'clock noon of the day following acceptance of such delinquent dues, and the effective date hereof for service for sickness or ailments shall be changed to be the eleventh day after date of acceptance of such delinquent dues.

(e). The Association agrees to furnish the Member with the Medical and Surgical service under this certificate by Physicians and Surgeons designated by the Association and, when such sickness or injury as is covered hereunder, necessitates, to place and maintain the Member in any large general hospital, such hospital to be agreeable and acceptable to the Member, provided the Member from the inception of his or her sickness, ailment or injury (emergency first-aid treatment only excepted) remains exclusively under the care of the Physicians and Surgeons of this Association, or such others only as may be designated by this Association and only such hospitalization as is ordered and continued by a Physician or Surgeon of this Association. Liability of the Association for emergency first-aid treatment shall be limited to the usual fee for one call only and shall not exceed the sum of five dollars in any one case. Private nurse and private room are excluded under this certificate, but the Member has the right to pay the additional cost to secure same, anything to the contrary herein contained notwithstanding. The Association agrees to furnish all the services herein provided, as promptly as conditions will permit, providing the Member complies strictly with the provisions hereof and the regulations and instructions of the Association's Physicians.

(f). When both a husband and wife have each maintained continuous membership in this Association for 2 years from effective date hereof, the Association will furnish full medical and surgical service for normal cases of child birth that have their inception after 2 years from effective date hereof.

(g). The Association will render medical treatment for tonsilitis, mastoiditis, sinusitis, and adenoids covered under this certificate, but no operations or hospital service will be furnished except as herein stated. Operations and hospital service will be furnished for mastoiditis and sinusitis that have their inception or beginning not less than six months after the effective date hereof and upon the advice of the Association's Physicians. The Association will render Medical treatment for Deviated Septums but not hospitalization or operations. Tonsils will be removed after a Member has maintained a continuous membership in this Association for 2 years from effective date hereof, by and in the offices of the Association's Physicians. Conditions which are a result directly or indirectly from insanity, violation of law, attempted suicide, alcoholism or narcotic drugs, fits, venereal or chronic diseases or complications arising therefrom, conditions, diseases or injuries affecting parts of the anatomy not common to both sexes are excluded from service under this certificate. Injuries received in aeronautics or while riding a motorcycle are also excluded.

(h). Prescriptions written by the Association's Physicians for medicines and drugs under this certificate will be furnished by the Association and filled at drug stores designated by the Asso-